

# **EXHIBIT F**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
MOTORS LIQUIDATION COMPANY, et al., : Case No.: 09-50026 (MG)  
f/k/a General Motors Corp., et al., :  
:  
Debtors. : (Jointly Administered)  
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**JOINT DECLARATION OF STEVE W. BERMAN AND  
ELIZABETH J. CABRASER IN SUPPORT OF THE JOINT MOTION PURSUANT  
TO BANKRUPTCY CODE SECTIONS 105, 363, 502(C) AND 1142 AND  
BANKRUPTCY RULES 3020 AND 9019 TO APPROVE THE SETTLEMENT  
AGREEMENT BY AND AMONG THE SIGNATORY PLAINTIFFS AND THE  
GUC TRUST, AND TO ESTIMATE THE PLAINTIFFS' AGGREGATE  
ALLOWED GENERAL UNSECURED CLAIMS AGAINST THE DEBTORS**

Steve W. Berman and Elizabeth J. Cabraser hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct to the best of their knowledge, information and belief:

1. Steve W. Berman is a partner with the law firm of Hagens Berman Sobol Shapiro LLP.
2. Elizabeth J. Cabraser is a partner with the law firm of Lieff Cabraser Heimann & Bernstein, LLP.
3. We are Co-Lead Counsel appointed in the General Motors LLC Ignition Switch Litigation Multidistrict Litigation, currently pending in the United States District Court for the Southern District of New York, Judge Furman presiding, Case No. 14-MD-2543 (JMF).
4. We submit this declaration in support of the *Joint Motion Pursuant to Bankruptcy Code Sections 105 and 502(c) and Bankruptcy Rule 9019 to Approve the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust, and to Estimate the Plaintiffs' Allowed General Unsecured Claims Against the Debtors*

*Aggregate Allowed General Unsecured Claims Against the Debtors*, dated [ ], 2017 (the “**Motion**”). This declaration is based on our personal knowledge.

**I. Settlement Agreement**

5. The Settlement Agreement was negotiated by the Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs, certain Pre-Closing Accident Plaintiffs (collectively, the “**Signatory Plaintiffs**”), the Motors Liquidation Company GUC Trust (the “**GUC Trust**”), and counsel to certain unaffiliated holders of beneficial units of the GUC Trust (the “**Participating Unitholders**”) (together with the GUC Trust and Signatory Plaintiffs, the “**Parties**”) in good faith and at arm’s length. After due diligence, the Signatory Plaintiffs and the GUC Trust entered into the Settlement Agreement.

6. Continued litigation of the matters resolved by the Settlement Agreement would be complex and costly.

7. The Settlement Agreement resolves multiple disputes, claims and issues to which the Parties are involved in varying degrees, and in related but not necessarily identical ways, such that each Party’s overall obligations to one or more other Parties constitutes good and sufficient consideration for the overall benefits each Party is to receive from one or more of the other Parties.

8. The settlements, compromises, releases and transfers contemplated in the Settlement Agreement are fair, reasonable and given in exchange for valuable and reasonably equivalent consideration.

**II. Claims Estimate Order**

9. We provided the GUC Trust with a proffer of evidence and expert report concerning the claims of the Ignition Switch Plaintiffs and certain Non-Ignition Switch

Plaintiffs. Certain Pre-Closing Accident Plaintiffs also provided a proffer of evidence and expert report.

10. Based upon the proffers of evidence and expert reports, Plaintiffs' claims, when combined with all of the other Allowed General Unsecured Claims against the Debtors' bankruptcy estates, equals or exceeds \$42 billion.

Dated: [ ], 2017

Draft  
Steve W. Berman

Dated: [ ], 2017

Draft  
Elizabeth J. Cabraser